

**Markey & Rubin, Inc.**  
Civil Engineering  
360 Massachusetts Ave Ste.200  
Acton, MA 01720

TO: Acton Planning Board  
Acton Town Hall  
472 Main Street  
Acton, MA 01720

DATE: February 2, 2015

SUBJECT: APPLICATION FOR APPROVAL OF DEFINITIVE SUBDIVISION  
Proposed Residential Compound Subdivision  
"Jaime's Way", 456 Massachusetts Avenue

CONTENTS:

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2. Form DC – Designers Certificate
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6. Declaration of Easement and Maintenance Residential Compound Private Way Maintenance Agreement and Covenant Hutchinson Way, Acton (Draft)
7. Letter for Authorization of Town to Enter Property
8. Copies of Current Deeds & Plans
9. Certified List of Abutters
10. Copy of Application Fee Check

**Attachments:**

"Jaime's Way" Definitive Subdivision – Residential Compound Plan, dated February 2, 2015 (10 Sheets)

"Jaime's Way", Drainage Report dated February 2, 2015

"Jaime's Way", Operations and Maintenance Plan

**ACTON PLANNING BOARD****FORM DP****APPLICATION for APPROVAL of DEFINITIVE PLAN**

The undersigned herewith submits the accompanying Definitive Plan of property located in the Town of Acton for Approval as a subdivision under the requirements of the Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land in the Town of Acton.

(Please type or print information in blanks below.)

1. Name of Proposed Subdivision Jaime's Way
2. Name of Applicant(s) Keenan & Son, LLP  
Contact Address 54 Gristmill Road, Littleton, MA Phone 781-844-9668
3. Name of Property Owner(s) Keenan & Son, LLP
4. Name of Engineer Markey & Rubin, Inc.  
Address 360 Massachusetts Ave., Acton, MA Phone 978-264-4600
5. Name of Land Surveyor R. Wilson and Associates  
Address 360 Massachusetts Ave., Acton, MA Phone 978-266-0203
6. Deed of property recorded in Middlesex South Registry Of Deeds, Book Number 64575,  
Page Number 92; and/or registered in Middlesex Registry of Land Court, Certificate of  
Title Number \_\_\_\_\_.
7. Zoning District R2, Town Atlas Map No. F2 Parcel No. 117  
Approximate acreage in subdivision 1.76 Ac., Number of Lots 3  
Total length of road(s) in feet 213 FT.  
Location and Description of Property THE LOT IS SITUATED OPPOSITE ACTON SCHOOLS.  
CURRENTLY THE LOT HAS A 4-BEDROOM SINGLE FAMILY HOME.
8. Said plan has (x) has not ( ) evolved from a preliminary plan submitted to the Board on  
NOV., 6 20 14; and approved (with modifications) ( ) or disapproved (x) on DEC., 16 20 14.

SL 2/2/15  
Applicant(s) Signature, Date

\_\_\_\_\_  
Applicant(s) Signature, Date

SL 2/2/15  
Owner(s) Signature, Date

\_\_\_\_\_  
Owner(s) Signature, Date

All owners (in the case of a corporation, an authorized officer; in the case of a trust, all trustees) must sign.

**ACTON PLANNING BOARD**

**FORM DC**

**DESIGNER'S CERTIFICATE**

I hereby certify that the accompanying plan entitled DEFINITIVE SUBDIVISION - RESIDENTIAL  
COMPOUND, "JAIME'S WAY" dated FEBRUARY 2, 2015

is correct, stating that the perimeter traverse of the subdivision before adjustment was closed to  
an accuracy of a ratio "error of closure" not to exceed  $1/15000^*$ ; that it is a subdivision of 1.76

acres conveyed by KATHLEEN T. FINNEGAN to  
KEENAN & SON, LLP by a deed, dated

NOVEMBER 25, 2014 and recorded in Middlesex County Registry of Deeds, South District,  
Book 64575, Page 92.

Other sources of information used in the preparation of the plan are:

1. Other deeds and plans, as follows PLAN NUMBER 1195 OF 1961, PLAN NUMBER 164 OF 1981,  
1907 STATE LAYOUT OF MASSACHUSETTS AVENUE
2. Oral information furnished by \_\_\_\_\_
3. Other \_\_\_\_\_

Furthermore, I certify that this survey was made on the ground in accordance with the "Procedural and  
Technical Standards for the Practice of Land Surveying", Section 250 CMR\*\* 5.0 between  
3/12/14 and 5/1/14.  
(date) (date)

(Seal of Surveyor)



Signed Russell J. Wilson 2/2/15  
Registered Land Surveyor Date

Address 360 Massachusetts Ave Acton Ma

Registration No. 34628

\*As described in the "1989 Manual of Instructions for the Survey of Lands and Preparation of Plans"  
published by the Land Court of the Commonwealth of Massachusetts, as most recently amended.

\*\* Code of Massachusetts Regulations

**ACTON PLANNING BOARD**

**FORM RC**

**RESTRICTIVE COVENANT**

In consideration of the approval by the Planning Board of the Town of Acton, Massachusetts (hereinafter referred to as the Board), of a plan of land located in Acton, Middlesex County, Massachusetts entitled Definitive Subdivision, "Jaime's Way", dated February 2, 2015, revised \_\_\_\_\_, by Markey & Rubin, Inc., approved by the Board on \_\_\_\_\_ and the waiver by the Board of a bond or other security for the construction of the ways and the installation of certain services shown on said plan, in compliance with the Town of Acton, Massachusetts (the "Town") Subdivision Rules and Regulations, last amended \_\_\_\_\_;

\_\_\_\_\_,  
(the "Developer"), having its usual place of business in \_\_\_\_\_, its successors and assigns, hereby covenant and agree with the Board and the Town as follows:

1. The undersigned Developer is the owner in fee simple absolute of all the land included in the subdivision and that there are no mortgages of record or otherwise on any of said land, except for those described below, and that the present holders of said mortgages have assented to this covenant prior to its execution by the Developer.
2. The Developer shall not sell or convey any lot in the subdivision or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lot has been completed in accordance with the following:
  - a) The Subdivision Control Law and the Acton Planning Board's Rules and Regulations governing this subdivision.
  - b) The certificate of approval and the conditions of approval specified therein, issued by the Planning Board, dated \_\_\_\_\_.
  - c) The definitive plan as approved and as qualified by the certificate of approval.
  - d) Other document(s), namely:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
3. However, a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell or convey any lot, subject only to that portion of this covenant which provides that no lot be sold or conveyed or built upon until ways and services have been provided to serve such lot.
4. The Developer will expeditiously and diligently proceed to construct the ways shown on the aforesaid plan and in the event that the Board concludes, in its sole discretion, that the Developer is not so constructing such ways, the Developer shall provide additional security other than this covenant sufficient in the Board's opinion for the construction and completion of such ways and services as shown on the aforesaid plan or for a portion thereof. Such additional securities shall comply with the requirements of the Town's Subdivision Rules and Regulations, provided, however, that the Board shall determine the date by which the work, for which additional security must be posted, shall be completed.
5. This covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the Developer and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.

6. Nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board.
7. Particular lots within the subdivision shall be released from this covenant upon the recording of a certificate of performance executed by the Planning Board and enumerating the specific lots to be released.
8. The Developer agrees to record this covenant with the Middlesex County Registry of Deeds, forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
9. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant; but not later than three (3) years from the date of such deed.
10. This covenant shall be executed before endorsement of the approval of the definitive plan by the Planning Board and shall take effect upon such endorsement.
11. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before \_\_\_\_\_, the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be approved by the Planning Board, shall constitute reason for rescission by the Board of the approval of the plan.
12. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods described in M.G.L., Chapter 41, Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.
13. The land included in the subdivision is encumbered by and subject to the following mortgages which, however, are subordinated to this covenant:
  - a) Mortgage granted by the Developer to \_\_\_\_\_, dated \_\_\_\_\_, and recorded with the Middlesex South Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, and the Middlesex Registry of the Land Court as Document No \_\_\_\_\_, and
  - b) Other mortgages:

IN WITNESS WHEREOF, the mortgage holder(s) assents to this covenant and agrees to subordinate said mortgage(s) to this covenant, signed under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FIRST MORTGAGE HOLDER \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. \_\_\_\_\_, 20\_\_\_\_

Then personally appeared the above named \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her/its free act and deed and the free act and deed of \_\_\_\_\_, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

SECOND MORTGAGE HOLDER \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. \_\_\_\_\_, 20\_\_\_\_

Then personally appeared the above named \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her/its free act and deed and the free act and deed of \_\_\_\_\_, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

IN WITNESS WHEREOF, the Developer(s) has executed this Restrictive Covenant under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DEVELOPER(S)

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. \_\_\_\_\_, 20\_\_\_\_

Then personally appeared the above named \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her/its free act and deed and the free act and deed of \_\_\_\_\_, before me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved and accepted by the Acton Planning Board:

\_\_\_\_\_ Date: \_\_\_\_\_

# DEVELOPMENT IMPACT REPORT

Please type or print information in blanks below.

1. Name of Proposed Subdivision JAIME'S WAY
2. Location 456 Massachusetts Ave
3. Name of Applicant(s) Keenan & Son, LLP
4. Brief Description of the Proposed Project This is a proposed 3 lot Residential Compound. The existing house is being moved on the site to one of the three new lots. The houses are being served by a common driveway.
5. Name of Individual Preparing this DIR Ian Rubin  
Address 360 Massachusetts Ave., Acton Business Phone 978-549-8273
6. Professional Credentials Civil Engineer, P.E.

## **A. Site Description**

7. Present permitted and actual land uses by percentage of the site.

<b><i>Uses</i></b>	<b><i>Percentage</i></b>
Industrial	
Commercial	
Residential	100
Forest	
Agricultural	
Other (specify)	

8. Total acreage on the site: 1.76 acres.

<b><i>Approximate Acreage</i></b>	<b><i>At Present</i></b>	<b><i>After Completion</i></b>
Meadow or Brushland (non agriculture)		
Forested	70.6%	28.4%
Agricultural (includes orchards, cropland, pasture)		
Wetland	3.3%	3.3%
Water Surface Area		
Flood Plain		
Unvegetated (rock, earth, or fill)		
Roads, buildings and other impervious surfaces	7.0%	18.1%
Other (indicate type) <u>Lawn</u>	19.2%	50.4%



9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: be sure to include overlay zoning districts.*

<b>District</b>	<b>Percentage</b>
R2	100%

10. Predominant soil type(s) on the site: Charlton-Hillis-Rock Outcrop Complex

Soil drainage (Use the US Natural Resources Conservation Service's definition)

<b>Soil Type</b>	<b>% of the Site</b>
Well drained	100%
Moderately well drained	
Poorly drained	

11. Are there bedrock outcroppings on the site? X yes     no

12. Approximate percentage of proposed site with slopes between:

<b>Slope</b>	<b>% of the Site</b>
0 - 10%	100%
10 - 15%	
greater than 15%	

13. In which of the Groundwater Protection Districts in the site located? How close is the site to a public well? Zone(s) 4 Proximity to a public well: 7400 feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director).     yes Xno

If yes, specify: \_\_\_\_\_  
\_\_\_\_\_

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges?     yes Xno

If yes, specify: \_\_\_\_\_  
\_\_\_\_\_

16. Are there any established foot paths running through the site or railroad right of ways?     yes Xno

If yes, specify: \_\_\_\_\_

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17. Is the site presently used by the community or neighborhood as an open space or recreation area?  
\_\_\_\_yes        X  no

Is the site adjacent to conservation land or a recreation area? \_\_\_\_yes      \_\_\_\_no

If yes, specify: \_\_\_\_\_  
\_\_\_\_\_

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view? \_\_\_\_yes        X  no

If yes, specify: \_\_\_\_\_  
\_\_\_\_\_

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site?  
  X  yes      \_\_\_\_no

If yes, specify: \_\_\_\_\_ Isolated BVW at edge of site, about 2,500 sq. ft. in area.  
\_\_\_\_\_

20. Is there any farmland or forest land on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? \_\_\_\_yes        X  no

If yes, specify: \_\_\_\_\_  
\_\_\_\_\_

21. Has the site ever been used for the disposal of hazardous waste? Has a 21E Study been conducted for the site? \_\_\_\_yes        X  no

If yes, specify results: \_\_\_\_\_  
\_\_\_\_\_

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste? \_\_\_\_yes        X  no

If yes, specify \_\_\_\_\_  
\_\_\_\_\_

23. Does the project contain any buildings or sites of historic or archaeological significance? (Consult with the Acton Historic Commission or the Action Historical Society.)

\_\_\_\_yes        X  no

If yes, please describe \_\_\_\_\_

24. Is the project contiguous to or does it contain a building in a local historic district or national register district? \_\_\_\_yes        X  no

25. Is the project contiguous to any section of the Isaac Davis Trail?     \_\_\_yes       X   no

If yes, please describe \_\_\_\_\_

## **B. Circulation System**

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed subdivision?

Average weekday traffic		22
Average peak hour volumes	morning	2
Average peak hour volumes	evening	2

27. Existing street(s) providing access to proposed subdivision:

Name   Massachusetts Ave       Town Classification   Arterial  

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development:

Name of ways   Prospect Street, Charter Road  

29. Location of existing sidewalks within 1000 feet of the proposed site?   At the site.  

30. Location of proposed sidewalks and their connection to existing sidewalks:

  None  

31. Are there parcels of undeveloped land adjacent to the proposed site?     \_\_\_yes       X   no

Will access to these undeveloped parcels be provided within the proposed site?

  \_\_\_  yes       \_\_\_  no

If yes, please describe \_\_\_\_\_

If no, please explain why \_\_\_\_\_

## **C. Utilities and Municipal Services**

32. If dwelling units are to be constructed, what is the total number of bedrooms proposed?

  8 new bedrooms, 4 existing  

33. If the proposed use of the site is nonresidential, what will the site be specifically used for and how many feet of Gross floor area will be constructed?   N/A  

34. How will sewage be handled?   Town Sewage  

35. Storm Drainage

- a. Describe nature, location and surface water body receiving current surface water of the site:

Large wetland area behind K-Mart

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- b. Describe the proposed storm drainage system and how it will be altered by the proposed development: Retention Pond collecting runoff from roofs, new road and lot areas. Dry-well for one house.
- 

- c. Will a NPDES Permit be required?     yes   X  no

36. In the event of fire, estimate the response time of the fire department (consult with Fire Dept.)  
2 min.

37. Schools (if residential)

- a. Projected number of new school age children: 3  
b. Distance to nearest school: 500 ft.

#### **D. Measures to Mitigate Impacts**

Attach brief descriptions of the measures that will be taken to:

- 38. Prevent surface water contamination.
- 39. Prevent groundwater contamination.
- 40. Maximize groundwater recharge.
- 41. Prevent erosion and sedimentation.
- 42. Maintain slope stability.
- 43. Design the project to conserve energy.
- 44. Preserve wildlife habitat.
- 45. Preserve wetlands.
- 46. Ensure compatibility with the surrounding land uses.
- 47. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event.
- 48. Preserve historically significant structures and features on the site.
- 49. To mitigate the impact of the traffic generated by the development.

Please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

## **“JAIME’S WAY”, 456 MASSACHUSETTS AVENUE**

### Measures to Mitigate Impact

38. A shallow Retention Pond with 100-yr storm event water depth of 2.5 ft. is provided. The outlet is a broad crested weir situated outside the 100-foot buffer zone to isolated wetlands. Runoff from a paved road feeding this retention pond travels over grassed land for a minimum distance of more than 100 feet. This is a Low Impact Development.
39. Groundwater contamination from runoff is mitigated by having a two-foot separation between bottom of retention basin and high ground water level. Also, all runoff from a 2-yr storm is captured by the retention pond.
40. Recharge is maximized with the retention pond and dry-well.
41. All the necessary precautions against erosion and sedimentation are outlined in the erosion and sedimentation control plans.
42. Re-grading the land minimizes slopes. Control of slope stability is described in the erosion and sedimentation control plans.
43. Energy conservation is essentially in the homes and is beyond the scope of this project.
44. No changes are proposed within the Isolated Bordering Vegetated Wetlands and within the 25-ft. buffer zone to preserve wildlife habitat.
45. No activities are proposed in the vicinity of the wetlands.
46. Surrounding land is residential both single family lots and affordable housing denser units.
47. Runoff is collected and retained in basins to ensure that 10-year peak runoffs are the same as in existing conditions.
48. There are no known historical structures or features on this site.
49. The common driveway reduces potential use of a larger and standard street layout.

Markey & Rubin, Inc.  
Civil Engineering  
360 Massachusetts Ave Ste.200  
Acton, MA 01720

February 2, 2015

Acton Planning Board  
Acton Town Hall  
472 Main Street  
Acton, MA 01720

**Re: Jaime's Way, 456 Massachusetts Avenue  
Request for Waivers from the Acton Subdivision Rules and Regulations**

Dear Members of the Board:

As part of the Definitive Subdivision Residential Compound submittal for "Jaime's Way", and on behalf of Keenan and Son, LLP, the applicant, I request the following list of waivers:

- A. In accordance with Section 10 of the Subdivision Rules and Regulations for Optional Residential Compound Plan, the Board may waive compliance with some or all of the design and improvement requirements of Section 8 and 9.

A waiver is requested on compliance with these sections as the design standards are in accordance with Rules and Regulations for Common Driveway Special Permits and Zoning Bylaws Section 3.8.1.5.

- B. As part of the application, a Proof Plan is required demonstrating that a street and lots can be designed in compliance with Sections 8 and 9.

In reference to Section 8.1.18 in the Subdivision Rules and Regulations, a cul-de-sac street can be designed in one of two ways:

- 1. With a full looped turnaround having a center-line radius of 100 feet in diameter, with a road 20 feet wide and a shoulder constant in width throughout.
- 2. With a T-turnaround within the same layout as above.

If this description, which is essentially what is stated in the Rules and Regulations, implies that the outer diameter of the Right of Way in the cul-de-sac has to be 140 feet, then the layout we are proposing does not conform. To force it to conform, the result will be two lots as opposed to three. We therefore request a waiver on this requirement, and instead provide an outer diameter of the R.O.W. in the cul-de-sac equaling 125 feet, which meets zoning.

# Markey & Rubin, Inc.

February 2, 2015

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We look forward to presenting this design to the Board in the near future.

Yours truly,  
Markey & Rubin, Inc.

A handwritten signature in black ink, appearing to read "Ian Rubin", with a stylized flourish at the end.

Ian Rubin, P.E.

DRAFT

DECLARATION OF EASEMENT AND MAINTENANCE  
RESIDENTIAL COMPOUND  
PRIVATE WAY MAINTENANCE AGREEMENT AND COVENANT  
JAIME'S WAY, ACTON

This \_ day of \_ 2015, I, Sean Keenan, (the "Declarant") as owner in fee simple of Lots 1, Lot 2, and Lot 3 in Acton, Massachusetts, (collectively, the "Premises") as shown on a plan entitled "Jaime's Way", Definitive Subdivision, prepared by Markey & Rubin, Inc. and dated February 2, 2015 recorded herewith as Plan No. \_\_\_\_\_ of 2015 (the "Plan"), hereby make and declare the Premises subject to the following perpetual rights and easements for the benefit of Lots 1, Lot 2, and Lot 3 as provided herein and to use the area identified as "Jaime's Way" on the Plan in common with each other and others from time to time entitled to use Jaime's Way, for all purposes for which private ways are now or may hereafter be used in the Town of Acton, including without limitation, access on foot and in motor vehicles and to install, maintain, replace, remove and use underground utility lines and pipes (but not above ground utility lines and pipes), including without limitation sewers, drains, water mains, gas pipes, electric lines, fire hydrants, telephone lines and cable television lines therein and there under, (all of which shall remain the property of the person(s) installing such utilities.)

1. With respect to said rights and easements as shown and described, the Declarant and his successors and assigns hereby declare the following regarding the Premises and Jaime's Way and its related drainage and utility facilities:

(a) Jaime's Way shall be designed and built and the underground utilities installed in accordance with the CODE OF THE TOWN OF ACTON, MASSACHUSETTS and as shown on the Plan. Lot 1, Lot 2, and Lot 3s owners and their successors and assigns (the "Owners") shall thereafter maintain Jaime's Way and utilities in a manner sufficient to provide safe and reasonable access and a reasonable maximum of attractiveness, livability, and amenity. The Owners, singularly or together, shall hold the right to enforce these requirements.

(b) Except as expressly provided herein, the easements, rights and privileges established, created and granted by this instrument shall be exclusively for the benefit of, and restricted solely to, the owners of record title in fee simple of the Owners, their immediate families, tenants and the immediate families of such tenants, and guests who are residents in occupancy of dwellings on the Premises for the duration of their tenancies, but the same is not intended nor shall it be construed as



creating any rights in or for the benefit of the general public or any rights in or to any portion of the Premises;

(c) " Easement A" on Lot 3, as shown on the Plan, is for the benefit of Lot 1; Except as provided herein, the Owners shall have the right to use and enjoy the foregoing rights and easements in common with each other and others legally entitled thereto; No person shall park or allow any vehicle to stand or idle in Jaime's Way at any time whatsoever except for temporary loading and unloading. Notwithstanding any other provision herein, express or implied to the contrary, no person shall make any use of Jaime's Way which shall interfere with the Owners' use and enjoyment of and access to their respective Lots;

(d) If in connection with the exercise of said rights and easements any of the Owners shall make any excavations within Jaime's Way, the owner so excavating will as soon as possible restore said portion and the surface thereof to its prior condition;

(e) The Owners agree to and shall indemnify and hold each other, and their successors and assigns, harmless from and against any and all loss, damage or liability for injury or damage to persons or property arising from the construction, repair, maintenance, use, and exercise of said rights and easements created herein, except to the extent caused by their own negligence.

2. In addition to the other rights and obligations provided herein, construction, repairs, maintenance and grounds keeping with respect to Jaime's Way shall include, without limitation:

(a) Construction/Repairs/Replacement: Jaime's Way shall be constructed and maintained in good condition suitable for the safe passage by emergency vehicles, passenger vehicles, and pedestrians and for access as hereinabove described.

(b) Snow Removal: The removal and disposal of all snow accumulation of 1.0 inches or more from Jaime's Way shall be shared equally by the Owners. The Owners shall, unless other mutually acceptable arrangements are made beforehand, agree upon a snow clearance and removal company on or before November 1st of each calendar year. The Owners hold the right and easement to deposit ice and snow removed from Jaime's Way onto the property of the others within Jaime's Way right of way, provided that such ice and snow shall not be deposited onto paved areas and/or areas used by either Owners for pedestrian and/or vehicular passage within their respective properties or parking areas, and the Owners shall otherwise be respectful of the landscaping on each other's property and

shall not deposit such ice and snow in any manner which shall materially interfere with the other's use and enjoyment of their property. The Owners shall use only environmentally safe materials to melt, clear, or remove ice and snow.

(c) Grounds keeping: The removal and disposal of fallen limbs and trees and the clearing and removal of all brush, foliage, rubbish and debris which is or may be unsightly and/or may obstruct the line of sight of vehicles using Jaime's Way shall be undertaken by the Owners on a periodic or more frequent basis as necessary. The removal and disposal of litter on the grounds and the proper maintenance of grass, trees and bushes along Jaime's Way and/or are in the immediate area thereof or within sight lines necessary for proper navigation on or within Jaime's Way shall be completed on a periodic basis.

(d) Drainage: The drainage system shall be installed in accordance with the Plan and maintained and kept clear at all times. This applies to areas within the "Drainage Easement", "Easement A", and "Easement B". Land on Lot 1 and Lot 3 that is not within these easements and which is essential in the collecting of drainage runoff that feed the drainage system shall be maintained in its "as-built" condition to the extent that the runoff remains flowing in the same direction towards the drainage system.

(e) Siltation: All maintenance, repairs, and construction within Jaime's Way shall be conducted in a manner that minimizes the amount of siltation and erosion that may be carried in Jaime's Way or the drainage system.

(f) Cost: The cost of such construction, repairs, maintenance, grounds keeping and snow and ice removal from Jaime's Way shall, except as otherwise provided in this Agreement, be divided equally between the Owners.

3. Arbitration. In the event of a dispute by and between the Owners arising under this Declaration or in the event an Owner does not agree to a determination, decision or action of the other with respect to the provisions herein, said disputing party shall notify the other party in writing within thirty (30) days of such decision, determination or action of the other party and, in the event that such dispute shall thereafter not be resolved between the parties hereto, then either the dissenting or the non-dissenting party may submit the matter to arbitration before a single arbitrator in Middlesex County, Massachusetts, according to the rules then prevailing of the American Arbitration Association or any successor organization performing like functions, and the determination of such

Arbitrator shall be final and conclusive and binding upon all parties. The costs of such arbitration shall be divided between the Owners on an equal basis, each paying one-half of the cost thereof.

4. Run with the Land. The rights, easements, covenants, restrictions, benefits, and obligations hereunder shall be perpetual and run with the land.

5. Amendments. This Declaration may be abrogated, modified, rescinded or amended in whole or in part only if and to the extent that: (a) such action does not violate the Code of the Town of Acton, Massachusetts, any statute or regulation, or any permit related to the Plan and (b) both Owners agree, in writing duly recorded with the appropriate Registry of Deeds; and may not otherwise be abrogated, modified, rescinded or amended in whole or in part. The Owners shall execute any additional documents required by the Town of Acton or otherwise reasonably required to enable Jaime's Way to be used to service Lots 1, Lot 2, and Lot 3.

For Declarant's title see deeds recorded at Book 52019, Pages 285 and 287 and Deeds recorded with the Land Court Department of the Middlesex South District Registry of Deeds in Book 1383, Pages 48, 49 and 50 (Certificates 243257, 243258 and 243259, respectively).

Witness my hand and seal this \_\_\_\_\_ day of February 2015.

\_\_\_\_\_  
Sean Keenan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_\_ day of February, 2014, before me, the undersigned notary public, personally appeared Sean Keenan, individually and as principal of the Keenan and Son, LLP, known to me personally to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission expires: \_\_\_\_\_

Markey & Rubin, Inc.  
Civil Engineering  
360 Massachusetts Ave, Ste.202  
Acton, MA 01720

February 2, 2015

Roland Bartl, Town Planner  
Town of Acton  
472 Main Street  
Acton, MA 01720

**Re: Jaime's Way, 456 Massachusetts Avenue  
Authorization for Access to this Parcel of Land**

Dear Mr. Bartl,

On behalf of Sean Keenan, principal of Keenan and Son, LLP, we are submitting plans for the subdivision of 456 Massachusetts Avenue ("the "Property") into three lots under Acton's Subdivision zoning bylaws. The purpose of this letter is to authorize you and other town officials to access the Property to conduct site inspections during the subdivision process and while construction is underway until roadway, and appropriate additional site work, is fully released from the Planning Board's construction bond. We request the courtesy of prior notice to Sean Keenan, or his agents, or me, before any officials enter the Property.

Yours truly,  
Markey & Rubin, Inc.

A handwritten signature in black ink, appearing to read "Ian Rubin", with a stylized flourish at the end.

Ian Rubin, P.E.

Property Address: 456 Massachusetts Avenue, Acton, MA

## QUITCLAIM DEED

I, KATHLEEN T. FINNEGAN, being unmarried

of 456 Massachusetts Avenue, Acton, Middlesex County, Massachusetts

in full consideration of Five Hundred Fifty Thousand and no/100 (\$550,000.00)  
DOLLARS

grant to KEENAN & SON LIMITED LIABILITY PARTNERSHIP, a Massachusetts  
limited liability partnership with a place of business located at 78 Montclair Avenue,  
Waltham, Massachusetts

## WITH QUITCLAIM COVENANTS

A certain parcel of land, together with the buildings and structures thereon, located on the Southerly side of Massachusetts Avenue in the Town of Acton, County of Middlesex, Commonwealth of Massachusetts, being Lot No. 3A on Plan entitled, "Plan of Land in Acton, Mass., belonging to Alfred W. Davis", dated July, 1961, James C. Vafiades, Surveyor, recorded with Middlesex South District Registry of Deeds in Book 9871, Page 512, reference to which plan may be had for a more particular description of said Lot 3A. Containing, according to said plan, 1.77 acres of land and being Lot 3A as shown on said plan however otherwise bounded, measured or described.

Meaning and intending hereby to convey Lot 3A shown on said Plan or however otherwise bounded, measured or described.

The premises are conveyed subject to and with the benefit of easements and restrictions of record insofar as the same are now in force and applicable.

Joseph P. Finnegan died August 14, 1998. Death Certificate recorded at South Middlesex Registry of Deeds, Book 29725, Page 11. Estate Tax Affidavit recorded at said Registry, Book 37018, Page 426.

I, the Grantor, named herein, do hereby voluntarily release all my rights of Homestead, if any, as set forth in M.G.L. Chapter 188, and there are no persons so entitled to said rights.

Being the same premises conveyed to me by deed of Higgins-Walden Realty Trust, dated August 24, 1993, and recorded at South Middlesex Registry of Deeds, Book 23579, Page 172.

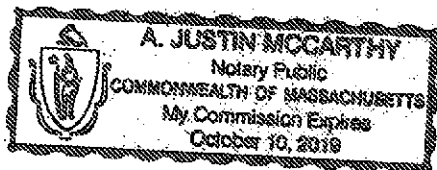
Witness my hand and seal this 25<sup>th</sup> day of November, 2014.

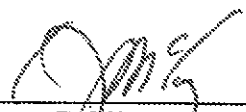
  
KATHLEEN T. FINNEGAN

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 25<sup>th</sup> day of November, 2014, before me, the undersigned notary public, personally appeared KATHLEEN T. FINNEGAN, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose,



  
Notary Public  
My commission expires:





**Town of Acton**  
472 Main Street  
Acton, MA 01720  
Telephone (978) 929-6621  
Fax (978) 929-6340

Brian McMullen  
Assessor

Locus: 456 Mass Ave  
Parcel: F2-117

Parcel ID	LOCATION	Owner	Co-Owner	Mailing Address	City	ST	Zip
F2-106-5	463 MASS AV	LOCKLIN RONALD M	LOCKLIN LISA J	463 MASS AVENUE	ACTON,	MA 01720	
F2-108	457 MASS AV	JACOBY THOMAS M	REBECCA	457 MASS AVE	ACTON,	MA 01720	
F2-109	441 MASS AV	ACTON-BOXBORO REG SCHOOL DIST		472 MAIN STREET	ACTON,	MA 01720	
F2-115	462 MASS AV	MT CALVARY EVANGELIC LUTHERAN	CHURCH	PO BOX 986	ACTON,	MA 01720	
F2-116-1	159 PROSPECT ST #1	LEVINE LOUIS N	LEVINE GLORIA J	159 PROSPECT ST #1	ACTON,	MA 01720	
F2-116-2	159 PROSPECT ST #2	BAANG JINMAN	PARK KIPUDA SOPHIA	159 PROSPECT ST #2	ACTON,	MA 01720	
F2-116-3	159 PROSPECT ST #3	XU QIANZI	WU QING	159 PROSPECT ST #3	ACTON,	MA 01720	
F2-116-4	159 PROSPECT ST #4	FISHMAN JEFFREY D	FISHMAN MINDY L	159 PROSPECT ST #4	ACTON,	MA 01720	
F2-116-5	159 PROSPECT ST #5	BARCINAS JOHN F	BARCINAS ANA B	159 PROSPECT ST #5	ACTON,	MA 01720	
F2-116-6	159 PROSPECT ST #6	STAHL EDWARD L	STAHL KAREN DAILY	159 PROSPECT ST #6	ACTON,	MA 01720	
F2-116-7	159 PROSPECT ST #7	FRASER JAMES C	FRASER DIANA K	159 PROSPECT ST #7	ACTON,	MA 01720	
F2-116-8	159 PROSPECT ST #8	ROSE ALAN F	ROSE JIAN L	159 PROSPECT ST #8	ACTON,	MA 01720	
F2-116-M	159 PROSPECT ST	DAVIS PLACE LLC		8 WHITTIER PL	BOSTON,	MA 02114	
F2-118	448 MASS AV	TANG YANHUA	LIU QING	448 MASS AV	ACTON,	MA 01720	
F2-119	446 MASS AV	NIMMER JEREMY		446 MASS AV	ACTON,	MA 01720	
F2-120-1	442 MASS AV #1	WU YIQIANG	LI YANQIU	442 MASS AV #1	ACTON,	MA 01720	
F2-120-2	442 MASS AV #2	ONEILL THOMAS		442 MASS AV #2	ACTON,	MA 01720	
F2-120-3	442 MASS AV #3	ACTON HOUSING AUTHORITY		PO BOX 681	ACTON,	MA 01720	
F2-120-4	442 MASS AV #4	MELANSON ALLYSON M		442 MASS AV #4	ACTON,	MA 01720	
F2-123	154 PROSPECT ST	SHIEH SHWU-JANE	YANG CHE-HUA	154 PROSPECT ST	ACTON,	MA 01720	
F2-124	155 PROSPECT ST	ELDRIDGE JONATHAN P		155 PROSPECT ST	ACTON,	MA 01720	
F2-125	146 PROSPECT ST	OI ALLEN W		146 PROSPECT ST	ACTON,	MA 01720	
F2-125-1	154 PROSPECT ST	SHIEH SHWU-JANE	YANG CHE-HUA	154 PROSPECT ST	ACTON,	MA 01720	
F2-126	143 PROSPECT ST	TOWEY SEAN T	TOWEY MARCIA A	143 PROSPECT ST	ACTON,	MA 01720	
F2-127	138 PROSPECT ST	MILES JULIA S		138 PROSPECT ST	ACTON,	MA 01720	
F2-129-101	139 PROSPECT ST #1	BRENNAN STEPHANIE L	DIBELLA	139 PROSPECT ST #1	ACTON,	MA 01720	
F2-129-102	139 PROSPECT ST #2	RUBENS DANIEL B		139 PROSPECT ST #2	ACTON,	MA 01720	
F2-129-103	139 PROSPECT ST #3	SCHLEIFER LEAH G		139 PROSPECT ST #3	ACTON,	MA 01720	
F2-129-104	139 PROSPECT ST #4	GRIMSLEY JENNIFER		139 PROSPECT ST #4	ACTON,	MA 01720	
F2-129-105	139 PROSPECT ST #5	BUCKMELTER ALEX J.	BUCKMELTER SUZANNE M	139 PROSPECT ST #5	ACTON,	MA 01720	
F2-129-106	139 PROSPECT ST #6	FERNALD HEATHER A		139 PROSPECT ST #6	ACTON,	MA 01720	
F2-129-107	139 PROSPECT ST #7	ZHANG NAN	HAN YEFEI	139 PROSPECT ST #7	ACTON,	MA 01720	
F2-129-108	139 PROSPECT ST #8	FU CHUNSHENG	MENG XIANMEI	139 PROSPECT ST #8	ACTON,	MA 01720	
F2-129-109	139 PROSPECT ST #9	TSAI SU-JUNG	CHEN CHUN-YUAN	139 PROSPECT ST #9	ACTON,	MA 01720	



Brian McMullen  
Assessor

Locus: 456 Mass Ave  
Parcel: F2-117

Parcel ID	LOCATION	Owner	Co-Owner	Mailing Address	City	ST	Zip
F2-129-110	139 PROSPECT ST #10	ZHANG GUANGHAI	GAO LIN	139 PROSPECT ST #10	ACTON,	MA 01720	
F2-129-111	139 PROSPECT ST #11	GU SHAO TING	LI HONG YAN	139 PROSPECT ST #11	ACTON,	MA 01720	
F2-129-112	139 PROSPECT ST #12	BARCOCK SARAH		139 PROSPECT ST #12	ACTON,	MA 01720	
F2-129-2	137 PROSPECT ST	TOWN OF ACTON		472 MAIN STREET	ACTON,	MA 01720	
F2-129-3	133 PROSPECT ST	CONGREGATION BETH ELOHIM		PO BOX 142	ACTON,	MA 01720	
F2-129M	139 PROSPECT ST	BLANCHARD PLACE LLC		411 MASS AVE	ACTON,	MA 01720	
F3-116	256 MAIN ST	STOP & SHOP SUPERMARKET CO	1385 HANCOCK STREET	REAL ESTATE TAX DEPARTMENT	QUINCY,	MA 02169	

Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list.

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE  
PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

Boxborough, MA 01729      Maynard, MA 01754      Concord, MA 01742      Littleton, MA 01460  
Carlisle, MA 01741      Stow, MA 01775      Westford, MA 01886      Sudbury, MA 01776

*Marty Abbot*  
Marty Abbot  
Acton Assessors Office

2/4/2015



**KEENAN & SON LLP**

PH. (978) 952-8102  
54 GRIST MILL RD  
LITTLETON, MA 01460

2195

53-7137/2113

3

DATE 2/2/15

CHECK ARMOR

PAY  
TO THE  
ORDER OF

Town of Acton

\$ 3065.00

Three thousand and Sixty Five Dollars

DOLLARS



Security  
Features  
Details on  
Back



Smart banking made easy.™

FOR 456 MASS Ave

SL

MP

⑈002195⑈ ⑆211371379⑆ 0017324187⑈